

## Residential Tenancies Tribunal

Application 2025-1142-NL

Seren Cahill  
Adjudicator

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### Introduction

1. Hearing was held on 22-January-2026 at 9:00 am.
2. The applicants, [REDACTED] and [REDACTED], hereinafter referred to as the landlords, attended by teleconference alongside their authorized representative [REDACTED].
3. The respondent, [REDACTED], hereinafter referred to as the tenant, also attended via teleconference alongside her authorized representative [REDACTED].

### Procedural History

4. The tenant acknowledged they were properly served.

### Issues before the Tribunal

5. Should the landlord's claim for compensation for damages succeed?
6. What is the proper disposition of the security deposit?

### Legislation and Policy

7. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018* (the *Act*).

### Issue 1: Damages

8. The landlords originally claimed \$4735.94 in damages, divided amongst 14 items, though some of these items were withdrawn at the hearing. Items on lines 1, 9, and 10 of the landlord's damages ledger were withdrawn, and the items on lines 3 and 15 were reduced. The landlords amended claim is for \$4489.51 divided amongst 11 items. In accordance with the Residential Tenancies Program Policy and Procedure Guide, Policy 9-003, when a landlord makes a claim for damages, they must provide sufficient evidence to establish the extent and nature of any damages, that the damage was

caused by a wilful or negligent act of a tenant or a person they allowed on the premises, and the cost of repair or replacement. This should include documentary evidence wherever reasonably possible.

9. The landlords did not provide anything other than their own testimony as to what other persons had said or represented (i.e., hearsay) in terms of the cost of materials for repair, which makes up the first 9 items in their claim. In the absence of some form of documentary evidence of the cost of the materials (receipts, screenshots, estimates from a reputable contractor, etc.), these portions of the landlords' claim fail.
10. The landlords also claim \$400.00 for cleaning, as they say the tenant left the premises in an unclean state. LL#1 pages 67-72 are offered as evidence in support of this. These are photos which the landlords testify were taken immediately 4-December-2025, immediately after the tenants vacated. These photos show pieces of garbage left in cupboards, doors and a wall that require cleaning, and areas under the stove and refrigerator that look like they require a significant scrubbing. Pages 86-91 show the conversation with the cleaner about the work and pricing, and page 92 shows the cleaner was ultimately paid \$430.00 (including a \$30.00 tip).
11. For their part, the tenant testified that they cleaned the premises to the best of their ability but acknowledged that they probably missed some areas. The tenant did suggest that the rate charged by the cleaner (\$50/hour) and the overall charge for the amount of work performed was outside of what was reasonable. She testified that she believed \$25.00 per hour was a more reasonable number. The landlord responded that the cleaner she used was the cheapest quote she could find in the area within the timeframe needed to mitigate further losses.
12. Considering the evidence in its totality, I find that the tenants left the premises in an unclean state. Considering the amount of work that needed to be done, I find 8 hours to be a reasonable amount of time. While \$50.00/hour is higher than average, I accept the landlord's evidence that it was their best option. This portion of the landlord's claim succeeds in the amount of \$400.00.
13. Finally, the landlords claim \$3250.00 for the labour of contractors to repair damage they say was caused by the tenants, including installing 2 new doors, repairing trim, and painting. The painting includes walls and ceiling for one bedroom and the bathroom, and just the walls for another bedroom. The contractor's quote can be seen on LL#1 page 94.
14. One of the doors the landlord claims the tenant damaged is the door on LL#1 page 17. There is clearly a large hole in the door's veneer about a foot off the ground. The tenant's say this damage existed prior to the tenancy, but it is not visible in the photos prior to the tenancy provided by both the tenant and the landlord. The other door is the closet door shown on LL#1 page 20, which has numerous hooks glued to the door as well as a hook which was screwed in. The landlords say the glue could not be removed without damaging the door. The tenant agrees she applied these hooks. The parties both note that there is a hole visible in the top left of the door that predates the tenancy. This pinprick hole is less than one percent of the size of the other damages to the door and is barely noticeable.

15. The trim for the doorways the landlords say the tenant damaged can be seen in LL#1 pages 26-38. The tenant did not dispute that they caused these damages.
16. The bedroom which was damaged on the walls and ceiling can be seen in LL#1 page 14. The tenant explained that what we see in the photo is the remnant of an art installation which included LED light strips and double-sided tape. No evidence was provided showing damage to the walls of the other bedroom.
17. The damaged bathroom walls can be seen in LL#1 page 51-53, as well as LL#2 pages 5-7. The damage is clearly visible and appears to be a result of water damage, consisting of two holes, one on each side of the bathtub. The tenant testified that they were aware of one of the holes and it barely changed through the course of the tenancy. The other, they say, was caused by water draining from the top of the tub into the wall. They testified they were unaware water was draining there as they had a shampoo holder in the way. LL#2 page 2 shows a small hole on the first side prior to the tenancy. What existed at the end of the tenancy is noticeably much worse.
18. Considering the evidence in its totality, I accept on a balance of probabilities that most, but not all, of the damage that the contractor repaired was caused by wilful or negligent acts of the tenant or a person they allowed on the premises. As the landlord did not provide a breakdown of the cost, I conservatively estimate that the tenant is responsible for 2/3rds of the cost, or \$2166.67.

Decision

19. The landlords' claim for damages succeeds in the amount of \$2566.67

**Issue 2: Security Deposit**

20. The landlord is owed moneys and may therefore apply the security deposit against the sum owed. The security deposit in this case was \$800.00 which was paid on 15-December-2022.
21. S. 14(7) of the *Act* states that a landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord. The regulations set the interest rate at 0% for the years 2022, 2023, and 2026, and a simple interest rate of 1% annual for the years 2024 and 2025. Calculated to the date of the hearing, this results in interest totaling \$816.00.
22. The landlords may apply the security deposit and interest, totaling \$816.00, against moneys owed.

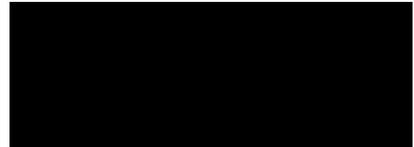
**Summary of Decision**

23. The tenant shall pay to the landlords \$1750.67 as follows:

Damages.....\$2566.67  
Less Security Deposit.....-(\$816.00)

Total.....\$1750.67

11-February-2026  
Date



Seren Cahill  
Residential Tenancies Office